

Apple Services Music Publishing License Agreement

This Apple Services Music Publishing License Agreement (this “Agreement”) is between Apple Inc., having its principal place of business at 1 Apple Park Way, Cupertino, CA 95014 (“Apple”), and the legal entity associated with the account in Apple’s, or Apple’s Service Provider’s (as defined below), systems through which this Agreement is executed (“Publisher”), and is effective as of January 1, 2021 (the “Effective Date”).

WHEREAS, Apple and Publisher now wish to enter into this Agreement to authorize Apple to make available via the Services (as defined below) certain content embodying Publisher Compositions (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, Apple and Publisher (each a “Party” and collectively, the “Parties”) hereby agree as follows:

1. Definitions. The following terms shall have the following meanings as used herein:

(a) “Accounting Period” means three (3) consecutive Months (including any applicable partial Months) while this Agreement is in effect, or such other regular period as Apple selects for administration of payment and reporting related to music publishing rights licensed in respect of the Service(s) hereunder, as applicable, provided that Apple shall apply the same such period across all music publishers.

(b) “Apple’s Service Provider” means a third party designated by Apple from time to time to handle payment, statement, registration and/or author information matching services hereunder.

(c) “Lyrics” and “Lyrics Service” have the meanings defined and further described in Exhibit B attached hereto.

(d) “Month” means an Apple fiscal calendar month, which periods are approximately equal to calendar months.

(e) “Publisher Composition” means a non-dramatic musical composition owned, administered, and/or otherwise controlled, in whole or in part, by Publisher. That portion of any Publisher Composition that is owned, administered, and/or otherwise controlled by Publisher shall be referred to as the “Publisher Portion,” and the remainder of such Publisher Composition shall be referred to as the “Non-Publisher Portion.” During the Term, Publisher shall provide Apple with timely information regarding its repertory and ownership splits in a format reasonably specified by Apple (e.g., CWR).

(f) “Service(s)” means the Lyrics Service and/or, with respect to Videos, the Subscription Service, as applicable.

(g) “Subscription Service” has the meaning defined and further described in Exhibit A attached hereto.

(h) “Term” means the period beginning on the Effective Date, and thereafter continuing until this Agreement is terminated in full, at any time, for any or no reason, by either Party with written notice effective to the other Party thirty (30) days from the date of such notice.

(i) “Territory” means the United States and its territories and possessions.

(j) “Videos” has the meaning defined and further described in Exhibit A attached hereto.

2. Payment and Reports.

(a) In consideration for Apple’s use of Publisher Compositions in connection with the Services, for each Accounting Period, Apple shall pay Publisher the fees set forth herein for the applicable Service (“Fees”).

(b) Apple shall pay Fees to Publisher in the amount set forth in a statement for the applicable Accounting Period and in accordance with Apple’s standard business practices after the end of each Accounting Period during the Term. Publisher agrees that Apple (or Apple’s Service Provider) may use the repertory and ownership splits used with respect to the Subscription Service to calculate and pay Fees for the Services. For avoidance of doubt, Fees shall constitute Publisher’s full consideration hereunder and shall be paid in United States Dollars. Publisher hereby acknowledges and agrees that under no circumstances shall Apple be required to pay twice for the same use of the same rights in the same Publisher Composition or the same Lyrics, nor in any event shall Apple be required to allocate payment for more than one hundred percent (100%) of any given Publisher Composition for any reason.

(c) Apple may withhold any taxes, duties, charges or levies on payments by Apple to Publisher pursuant to this Agreement as may be required by applicable law, rule or regulation. Apple shall remit any such withheld taxes, duties, charges or levies to the appropriate tax authority. Despite the foregoing, provided Publisher has fully satisfied all requirements to document its eligibility for a lower or zero rate of withholding tax, including, without limitation, providing Apple with a valid Certificate of Residency, Apple shall withhold based on the lower withholding tax rate, or, if applicable, shall not withhold. Upon request, Publisher shall provide Apple with necessary tax documentation to establish its residency and to evidence its qualifications for any reduced rate of withholding tax, including, without limitation, a validly executed U.S. Internal Revenue Service form.

(d) Payments made by Apple to Publisher hereunder shall be by electronic funds transfer, and Publisher shall be responsible for any of Publisher's bank transaction costs or fees arising from such payment. Publisher shall provide Apple with Publisher's banking information reasonably necessary to effect payment, and with Publisher's tax documentation as reasonably requested by Apple.

(e) Apple's actions and/or responsibilities pursuant to this Section 2 may be performed by Apple's Service Provider in Apple's sole discretion, and in each such case a reference to Apple shall be deemed a reference to Apple's Service Provider.

3. Audit. Apple shall maintain and keep complete and accurate records concerning the amounts payable to Publisher arising from uses of Publisher Compositions and Lyrics authorized hereunder for three (3) years following the month in which they occur. Upon reasonable advance written notice (in no event less than thirty (30) days), for up to three (3) years following each particular monthly period, Publisher, at Publisher's sole expense, may appoint an independent certified public accountant or qualified specialized auditor not then engaged in any audit of Apple or Publisher and not engaged on a contingency basis to audit applicable records of Apple at Apple's principal place of business in the Territory for the sole purpose of verifying the amounts due from Apple to Publisher hereunder. Such audit shall take place during regular business hours, and shall not occur more than once during any twelve (12) month period. The certified public accountant or qualified specialized auditor must sign and deliver to Apple a confidentiality agreement in a form acceptable to Apple that protects Apple's confidential information no less than the terms of this Agreement and no less than Publisher protects its own similar information. Publisher may audit transactions occurring in one monthly period only once, and no audit shall be allowed or conducted for a period spanning less than six (6) months. Publisher shall be deemed to have consented to all reporting provided by Apple hereunder, and said reporting shall be binding upon Publisher and shall not be subject to any objection by Publisher for any reason unless specific objections are provided to Apple in writing within three (3) years of the rendering of the reporting. Publisher agrees that Apple's records contain Confidential Information (as defined below).

4. Term and Termination.

(a) Either Party shall have the right to terminate this Agreement prior to the expiration of the Term in the event that the other Party (i) becomes insolvent, (ii) files a petition in bankruptcy, (iii) makes an assignment for the benefit of creditors, or (iv) breaches any material representation, obligation or covenant contained herein, unless such breach is cured prospectively, no later than thirty (30) days from the date of receipt of notice of such breach, or if not able to be so cured, then resolved to the other Party's satisfaction, not to be unreasonably withheld.

(b) Either Party also shall have the right to terminate any individual exhibit to this Agreement at any time, for any or no reason, by either Party with written notice effective to the other Party thirty (30) days from the date of such notice.

(c) Sections 1 and 3 through 11 shall remain in full force and effect following the expiration or earlier termination of this Agreement. The expiration or earlier termination of this Agreement pursuant to its terms shall not relieve Apple of its obligation to make any payments with respect to transactions in the periods prior to such expiration or termination. For clarity, (i) termination of this Agreement shall also terminate any and all exhibits, and (ii) in the event only an exhibit is terminated: (x) any terms and conditions of this Agreement which survive termination thereof will continue in full force and effect with respect to such exhibit following its termination; and (y) termination of the exhibit shall not be deemed to terminate or otherwise modify this Agreement unless the Parties expressly agree otherwise in writing.

5. Indemnification and Limitation of Liability.

(a) Apple will indemnify and hold harmless, and upon Publisher's request, defend, Publisher and its affiliates and contractors (and their respective directors, officers and employees) from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party by reason of: (i) any use by Apple of Publisher Compositions in breach of this Agreement; or (ii) a breach of any warranty, representation, covenant or obligation of Apple under this Agreement. Apple will reimburse Publisher and its affiliates on demand for any payments actually made in resolution of any liability, settlement or adverse judgment that is subject to indemnification hereunder, provided that Publisher obtains Apple's written consent prior to making such payments, which consent shall not be unreasonably withheld. Publisher shall promptly notify Apple of any such claim, and Apple may assume control of the defense or settlement of such claim. Publisher shall have the right, at its expense, to participate in the defense thereof under Apple's direction.

(b) Publisher will indemnify and hold harmless, and upon Apple's request, defend, Apple and its affiliates and contractors (and their respective directors, officers and employees) from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party, adverse judgment or settlement with consent: (i) by reason of a breach of any warranty, representation, covenant or obligation of Publisher under this Agreement; (ii) that any use of Publisher Compositions or Lyrics authorized by Publisher hereunder (excluding any Non-Publisher Portion(s) of Publisher Compositions or Lyrics) violates or infringes the rights of a third party; or (iii) that any content embodying any Non-Publisher Portion(s) of Publisher Composition(s) that is not registered with Apple or Apple's Service Provider violates or infringes the rights of a third party. Publisher will reimburse Apple and its affiliates on demand for any payments actually made in resolution of any liability, settlement, or adverse judgment that is subject to indemnification hereunder, provided that Apple obtains Publisher's written consent prior to making such payments, which consent shall not be unreasonably withheld. Apple shall promptly notify Publisher of any such claim, and Publisher may assume control of the defense or settlement of such claim. Apple shall have the right, at its expense, to participate in the defense thereof under Publisher's direction. With respect to Lyrics exploited by Apple or an Apple affiliate outside the Territory in a service that would constitute the Lyrics Service if offered within the Territory,

the Parties agree that, notwithstanding any other contractual or legal construction of the relevant rights ownership, the intent of the Parties is for the Lyrics to be licensed and administered alongside the mechanical rights in the Subscription Service, for the Parties' mutual benefit, including for reasons of operational practicability. Accordingly Publisher agrees, to the fullest extent possible, to make available, or to authorize and permit applicable third parties which own or control rights in the Lyrics in given countries outside the Territory to make available, such rights for license to Apple or its applicable affiliate (which may be via one or more third parties). Publisher hereby covenants and agrees not to, or to authorize any third party to, bring any judicial proceeding or make any claims, in law or equity, arising out of any such exploitation, against Apple or its affiliates (including their directors, officers, employees, agents, and contractors), provided that Apple or its affiliate makes or has made reasonable efforts to license the rights to so exploit such Lyrics, and to administer or have administered the reporting and payments for such exploitation according to the processes and the repertory and ownership splits used with respect to usage of musical compositions in the Subscription Service.

(c) EXCEPT PURSUANT TO AN EXPRESS INDEMNITY OBLIGATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY.

(d) NO WARRANTY OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, OR ANY ELEMENTS THEREOF IS GIVEN TO, OR SHOULD BE ASSUMED BY, PUBLISHER, AND ANY SUCH WARRANTIES AND TERMS ARE HEREBY EXCLUDED.

6. Confidentiality. Each Party acknowledges that by reason of this Agreement it may have access to certain information and materials concerning the other Party's business plans, customers, technology and products that are confidential and of substantial value to such Party, which value would be impaired if such information were disclosed to third parties or used for purposes other than as expressly permitted by this Agreement (referred to in this Agreement as "Confidential Information"). Each Party agrees to maintain any and all Confidential Information received from the other Party, in confidence, and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing Party, and only on an as-needed-basis to employees and other permitted persons such as accountants or attorneys under its control and supervision, or royalty participants, so long as such employees, other permitted persons, and participants are bound by non-disclosure terms no less restrictive than the terms of this Agreement, unless required by law, or court or governmental order. Confidential Information shall be deemed to include (a) information marked confidential, if conveyed in writing, and (b) information identified orally as confidential, if conveyed orally. Confidential Information shall not be deemed to include any information which (w) is publicly known at the time of the disclosure, (x) becomes publicly known other than by

breach of the terms hereof, (y) becomes known to the receiving Party, without restriction, from a source free of any obligation of confidentiality and without breach hereof, or (z) is independently developed by the receiving Party.

7. Additional Representations and Warranties. Each Party represents and warrants that it (a) has full authority to enter into this Agreement, and to fully perform its obligations hereunder; (b) owns or controls the necessary rights in order to make the grant of rights, licenses and permissions herein, and that the exercise of such rights, licenses and permissions by the other Party shall not violate or infringe the rights of any third party; (c) has not previously entered into any agreement that will interfere with such Party's performance of its obligations under this Agreement; and (d) shall perform in compliance with any applicable laws, rules and regulations of any governmental authority.

8. Press Release. Any press release or public statement by either Party regarding this Agreement or the Services must have the prior written approval of the other Party.

9. Entire Agreement, Modification, Waiver, Successors, No Third Party Beneficiaries. This Agreement, including any exhibits hereto, contains the entire understanding of the Parties relating to the subject matter hereof, and supersedes all previous agreements or arrangements between the Parties relating to the subject matter hereof. This Agreement cannot be changed or modified except by a writing signed by the Parties. A waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof, and the unenforceable provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the Parties. This Agreement shall be binding on the assigns, heirs, executors, personal representatives, administrators, and successors (whether through merger, operation of law, or otherwise) of the Parties. This Agreement is for the sole benefit of the Parties and their authorized successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any person or entity, other than the Parties and their authorized successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10. Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered personally to the Party to whom the same is directed or delivered; (b) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (c) five (5) business days after the mailing date, whether or not actually received, if sent by certified mail, return receipt requested, postage and charges prepaid, to the address of the Party to whom the same is directed.

11. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California, without regard to principles of conflict of laws. The Parties agree that any proceeding relating to this Agreement will take place in the state or federal courts of California; and each Party hereby waives the right to object to that choice of law, personal jurisdiction or venue.

12. Termination of Any Prior Agreements. If the Parties have previously entered into any publishing license agreement covering the Service(s), that is in effect as of the Effective Date and the territory of which includes any part of the Territory (each a "Prior Agreement"), the Parties hereby terminate each such Prior Agreement as of the Effective Date.

Exhibit A

Subscription Service Videos

Notwithstanding any other provisions of this Agreement, the following terms shall apply to Videos used in connection with the Subscription Service:

1. **Additional Definitions.**

(a) “Device” means all hardware devices now known or hereafter devised, including without limitation, personal computers, telephones, tablets, home audio, video, or audio/video consumer electronic devices (e.g., set-top boxes, internet connected A/V receivers, internet connected televisions, DVD players, Blu-ray players and gaming consoles), digital player devices, and automotive platforms.

(b) “Music News Video” means a video produced by Apple in order to report applicable music news.

(c) “Music Video” means a music video, including without limitation audio and video files, delivered to Apple by an entity (e.g., a record label) pursuant to a separate agreement.

(d) “Performance Video” means a music video selected from the audio-visual recording of a live performance of musical compositions at an Apple or Apple affiliate branded event or program, video sessions, or other artist or genre-focused shows.

(e) “Play” means each instance in which a sound recording embodying a Publisher Composition and included in a Video is rendered for listening in excess of thirty (30) seconds through the Subscription Service to a subscriber or trial user. Apple may monitor the Subscription Service for fraudulent activity and may, in Apple’s reasonable discretion, not count plays it reasonably deems to be fraudulent as Plays.

(f) “Promotional Video” means a video produced by Apple in order to promote the applicable artist or songwriter or the availability of the applicable music content on the Subscription Service, which video may include (i) up to two (2) minutes of Publisher Composition(s) with respect to use via platforms owned or operated by Apple, including without limitation the Subscription Service, and (ii) up to thirty (30) seconds of Publisher Composition(s) with respect to use via third-party platforms.

(g) “Publisher’s Pro Rata Share” means, for each Accounting Period, a fraction, the numerator of which is the total number of Plays during such Accounting Period (with each such Play prorated as appropriate in each case where the Publisher Composition embodied in the applicable Video is less than 100% owned, controlled, or administered by Publisher) and the denominator of which is the total number of royalty bearing plays of all musical compositions embodied in video recordings (including Videos) on the Subscription Service in excess of thirty (30) seconds during such Accounting Period.

(h) “Publisher’s Video Fund” means: (i) with respect to calendar years 2021 and 2022, an annual fund of \$750,000, and (ii) with respect to calendar year 2023 or later, an amount to be determined in Apple’s reasonable business judgment taking into account the value attributable to all music publishing rights in the Videos made available on the Subscription Service at such time, provided that if such amount is less than \$750,000, Apple shall provide Publisher with no less than fourteen (14) days written notice (which may be by email or other electronic means provided by Apple or Apple’s Service Provider) of such future amount and provided further that if Publisher elects not to accept such future amount, Publisher may, for the period starting on the date of such notice and continuing for thirty (30) days thereafter, terminate this Exhibit A by providing thirty (30) days written notice of such termination to Apple (email sufficient). The foregoing termination right is without prejudice to Publisher’s right to terminate this Exhibit A or this Agreement as otherwise set forth herein.

(i) “Stream,” “Streamed,” or “Streaming” mean the digital transmission of an audiovisual or audio-only recording to a device in such a manner that (i) the recording is rendered substantially contemporaneously with its transmission, and (ii) such transmission does not result in the creation of a permanent copy.

(j) “Subscription Service” means a full-track, on-demand, portable, unlimited subscription Streaming service for digital music, audio-video, and related content, with cached and offline playback, offered to end users by Apple.

(k) “Videos” means Music Videos, Promotional Videos, Performance Videos, and Music News Videos.

2. Grant of Rights.

(a) Without prejudice to any other rights, licenses, and/or permissions granted to Apple under this Agreement and subject to all the terms and conditions herein, Publisher hereby grants to Apple, on a non-exclusive, non-assignable, non-transferable, non-sublicensable basis, all rights, including without limitation all mechanical (i.e., reproduction and distribution) and synchronization (but for the sake of clarity, only to the extent such synchronization rights are necessary to exercise the right(s), license(s) and/or permission(s) granted herein) rights, in the Territory, during the Term, to the fullest extent Publisher owns or controls such rights, with respect to the entirety of (i.e., 100% of all interests in and to) any Publisher Compositions, necessary to make available Publisher Compositions as embodied in Videos as follows:

(i) Music Videos: for Streaming via the Subscription Service to subscribers and trial users;

(ii) Performance Videos: (x) on a gratis basis, on any website, software application, social media account, digital media channel, or marketing channel

owned, operated or approved by Apple in order to promote the applicable artist or songwriter on the Subscription Service; and (y) for Streaming via the Subscription Service;

(iii) Promotional Videos: on a gratis basis (x) on any website, software application, social media account, digital media channel, or marketing channel owned, operated or approved by Apple; and (y) for Streaming via the Subscription Service; and

(iv) Music News Videos: on a gratis basis (x) on any website, software application, social media account, digital media channel, or marketing channel owned, operated or approved by Apple; and (y) for Streaming via the Subscription Service.

Publisher acknowledges that the selection of any Publisher Composition(s) for use in connection with Videos as contemplated herein, if applicable, is in Apple's sole discretion. For avoidance of doubt, Apple shall have no obligation to exercise any of the rights or licenses granted to it under this Exhibit A.

(b) The rights and licenses granted in this Exhibit A extend to Apple to use in connection with all or any part of the Subscription Service as made available on any Devices, whether the Subscription Service is distributed through a website or software applications or widgets owned or controlled by Apple or an embedded link, and on any platform (e.g., iOS, OS X, Windows, Android, consumer electronics, and home audio systems). Apple may additionally distribute the Subscription Service, branded as such, through third parties, provided that only Apple (or its duly authorized agents) may host and serve Publisher Compositions, as embodied in Videos, to end users through the Subscription Service.

3. Fees. In consideration of the rights granted by Publisher to Apple in this Exhibit A, Apple will pay Publisher (for the sake of clarity, for 100% of the rights in the applicable Publisher Composition) a fee equal to Publisher's Pro Rata Share multiplied by the Publisher's Video Fund.

4. Payment and Reports. Subject to Apple's standard business practices relating to Videos made available on the Subscription Service (e.g., format and timing of statements and payments), payments and the related statements shall be made in accordance with the terms of Section 2 of the Agreement.

Exhibit B

Lyrics Service

Notwithstanding any other provisions of this Agreement, the following terms shall apply to the Lyrics Service (as defined below):

1. Additional Definitions. The following terms shall have the following meanings as used herein:

(a) “Lyrics” means all lyrics (whether in audio or graphical form) to any Publisher Composition.

(b) “Lyrics Service” means collectively and individually, any Apple product or service that includes a permitted use of Lyrics as described in Section 2 of this Exhibit B.

(c) “Play” means a display or performance of one hundred fifty (150) characters or more of Lyrics on an Apple product or service; provided, however, that solely with respect to use of any Lyrics on the Subscription Service (as defined in Exhibit A hereto), the applicable Lyrics Text (as defined below) must be displayed for ten (10) seconds or longer in order to count as a Play. For the sake of clarity, displays or performances of Lyrics in multiple languages shall be counted as a single display or performance of Lyrics for purposes of a Play.

2. Grant of Rights. Without prejudice to any other rights, licenses, and/or permissions granted to Apple under this Agreement and subject to all the terms and conditions herein, Publisher hereby grants to Apple, on a non-exclusive, non-assignable, non-transferable, non-sublicensable basis, in the Territory, during the Term, all copyright rights owned, administered, and/or otherwise controlled by Publisher with respect to the entirety of (i.e., 100% of all interests in and to) Lyrics necessary to, in conjunction with or as part of a feature of any Apple products and services:

(a) Create and/or obtain (including from third parties) the textual representation and/or spoken word recording of the Lyrics (the “Lyrics Text(s)”);

(b) Search, display, perform, distribute, transmit, and reproduce the Lyrics and Lyrics Texts;

(c) Synchronize the display of Lyrics and Lyrics Texts with sound recordings, audio-visual recordings (e.g., music videos) or ring tones embodying the corresponding Publisher Compositions;

(d) Translate Lyrics and Lyrics Texts into any language; and

(e) Use Lyrics and Lyrics Texts for internal development and product demonstration purposes.

For avoidance of doubt, Apple shall have no obligation to exercise any of the rights or licenses granted to it under this Exhibit B.

3. Fees. In consideration of the rights granted by Publisher to Apple in this Exhibit B, Apple will pay Publisher the applicable CPM Fee (as defined below) per thousand Plays of Lyrics (with each such Play pro-rated as appropriate in each case where the Publisher Portion in the Publisher Composition is less than 100%). The “CPM Fee” shall be:

(a) For Lyrics that are not displayed or performed in timed relation to audio and/or visual images, US\$1.00;

(b) For Lyrics that are displayed or performed in timed relation to audio and/or visual images on a greater than word-by-word basis, US\$1.25; and

(c) For Lyrics that are displayed or performed in timed relation to audio and/or visual images on a word-by-word basis, US\$1.50.

4. Payment and Reports. Subject to Apple’s standard business practices relating to the Lyrics Service (e.g., format and timing of statements and payments), payments and the related statements shall be made in accordance with the terms of Section 2 of the Agreement.